Supreme Court, U.S.
FILED

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No._____

IN THE SUPREME COURT OF THE UNITED STATES
OCTOBER TERM,1994

IGALE & MARCELLE SHADIAN,
Petitioners,

v.

CARMENITA ASSOCIATES Respondent.

PETITION FOR A WRIT OF CERTIORARI TO
THE UNITED STATES COURT OF APPEAL FOR
THE NINTH CIRCUIT

PETITION FOR A WRIT OF CERTIORARI

Igale Shadian DBA Town Squire
165 W Esplanade Dr
Oxnard, Ca 93030
Tel: 805-485-6119

Petitioners In Proper

Mr. Thomas Aplin
Attorney At Law
535 Anton Blvd. suit 800
Costa Mesa, Ca 92626
Respondent

QUESTIONS PRESENTED

Did Central District Court abused its discretion when remanded petitioners' causes to state court, which jurisdiction of Central District Court has been invoked under diversity of jurisdiction as Petitioners' dual citizenships, under law of treaty, under Civil Rights acts 1875, under petitioners' Constitutional rights per Equal protection Clause Due process of law 14th amendment which have been violated criminally in state courts and finally under **U.S.C.C. 1441(a) (b); 1443. (1) (2) and 1447. (d)?**

2. Whether un-publishable opinion of Appellate Court Ninth Circuit is abuse of discretion alike Central District Court's order when affirmed the remanding rule of Central district Court without considering petitioner's

brief, **"premature", before receiving and studying petitioner's brief which have had to be filed on its time, that has been filed on its due time?**

Petitioner's motion in Appellate Court which applied that court to review/reconsider its denial order, nevertheless, that motion which has been filed on its due time also has been denied on April 11, 1994 . See please pages 1a and 2a of appendix text of the orders.

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BRIEF OF PETITION

INTRODUCTION OF PETITION

PETITION FOR WRIT OF CERTIORARI.

CENTRAL DISTRICT COURT AND U.S. COURT OF APPEALS NINTH CIRCUIT, THEY HAD JURISDICTION TO HEAR OUR REMOVED CASES FROM THE STATE COURT TO FEDERAL COURTS WHEN LOWER FEDERAL COURT REMANDED OUR CASE TO STATE COURT FOR LACK OF JURISDICTION.

REMOVAL OF PETIONERS CASES TO FEDERAL COURTS CAUSED AS THE RESULTS OF CRIMINAL ACTING AND PROCEEDINGS OF STATE COURTS' JUDICIAL OFFICIALS FROM THE STATE LOWEST COURT TO THE STATE SUPREME COURT, WHEN THOSE OFFICIALS AS JUDGES AND DEPUTY CLERKS IN 5 DIFFERENT CASES, **INCLUDING THE AT ISSUE CASE FOR**

WRIT OF CERTIORARI, JUDGES AND DEPUTY CLERKS THEY VIOLATED THE CIVIL AND CONSTITUTIONAL RIGHTS OF PETITIONERS IN VIOLATIONS OF SATE PENAL CODES AS CODES: 132, 133, 134, AND 31. NEVERTHELESS, THOSE CRIMINAL ACTINGS AND PROCEEDINGS IN STATE COURT ARE IN GROSS VIOLATIIONS OF MAIL FRAUD AND RACKETEER.

I

BRIEF OF THE PETITION

On June 16, 1986 "Shadian", the petitioner and "Carmenita associates", the respondent signed an agreement/lease for a space "G9" (store) in the Santa Fe Springs mall, in the City of Santa Fe Springs, California for engaging in men's' clothing store. The lease has statrted 9/1/1986 and

ending 6/30/1996. Monthly/yearly rents were variable every other 2 years. 2 year after being in the mall, land lord/respondent came with an offer pretending that petitioner owing some amount of Dollars, which is alegedly over due rent to respondent, and respondent wants to forgive to tenant/petitioner that amount, allegedly being $2793.04, which that allegation of due rent to respondent categorically has been denied by petitioner at the time signing the "First Amendment to The Lease". Petitioner later on after signing the foregoing, he learneed same "First Amendments to Lease" have been signed with other tenants. That "First Amendments to Lease", its main purpose including other calculated purposes was, to switch the heavy high amounts of monthly rents of the tenants to 8% of gross sales as due rents for **"temporary period";** whenever occupancies

of the mall reach to 80% of total lease-able space of the mall, any time respondent desires or, whenever petitioner is late per 5 days notice of any due rent, respondent may recall the "First Amendment to the Lease" by 30 days Notice and switch back to original, unrealistick-heavy monthly rent. See please **excerpt of record** pages 56-60. The respondent's move and offer for 8% of gross sales as due rent was as the result many vacancies in the mall. The vacancies in the mall not only have not been filled-up within 1 1½ year as respondent covenanted to already tenants being in the mall to be filled up, but because tenants one after the other they were leaving and going out of business as the result of high rents, high vacancies, and not doing business by reason of bad geographical location of the mall. Around petitioner's store which was located on main cross roads of the mall

and we, including petitioner's store were 4 corners stores of the mall, 3 0f the foregoing stores, each of them 2/3 years were vacant; and 2/3 times they have been leased and re-leased. As the result of those vacancies the area of petitioner's store being dark and **NOT** having sufficient flow of traffic, petitioner's business and sales dropped substantially.

II

On may 6, 1963 respondent filed a lawsuit "Unlawful Detainer" action in Whittier Municipal Court, California for alleged amount $5319.12 of due rent which allegedly has not been paid by petitioner. Petitioner in answering to lawsuit denied catigoricly the entire allegations of the respondent, including the foregoing alleged due amount of rent. Within 2/3 weeks after answering

has been filed by petitioner, respondent dismissed its lawsuit in the court without prejudice. Accordingly its order dismissing the lawsuit issued by the court. See please **Excerpt of record page 10-12.** 2 months later respondent came with another lawsuit "Unlawful Detainer", filed in the same court vs. same defendnats/petitioner; each defendant/petitioner seprately and individually, when as husband and wife, signators of the lease we are associates, nevertheless, alike Carmenita associates/respondent as one LITIGANT, and we had to pay one filing fee per one answering filing as was filed, **"one answering", and not 2 filing fees as was requested by court clerk and paid accordingly.** And aside foregoing excessive filing fee, in one incident when filing a paper, Notice of removing the case to Federal Court had to be filed in the

Municipal Court one of the figures of the files numbers has been mis-typed, Deputy Clerk of Municipal Court when she notified the missed number, she had to look in the file in computer to find out what figure has been miss-typed, on this ground she refused to file the Notice, unless, she received from the petitioner her requested $5. this aside the 2 times filing fees per each individual which already have been collected by court. Meaninigly 4 time filing 4x70= $280.

III

In second respondent's "Unlawful Detainer" which has been filed 2 months after the first one, amounts of second lawsuit unlike the first one that was $5319.12, the second law suit's amounts

without 1 ¢ being paid on discharge the first law suit allegations, the second's lawsuit its amount became $1194,61. Prior to lawsuit, respondent gave 30 days notice to petitioner. Petitioner's response to notice was that to put the respondent on **NOTICE** that its charges are fraudulent and made-up, and those overcharges which have been charged to tenants over years, and tenants repeatedly objected to those made-up charges, overcharged amounts must be rebated to tenannts, including petitioner's. See please **Excerpt of record pages 1-to 3 and 12-13** and answering to law suit pages 4-9. Filing the second Unlawful Detainer within such a short time, 2 months, it was retaliatory, and discriminatory. It was in gross violations of California Civil Codes Code CC 1942.5. and CCP 337.2 [written lease of real property]. In rebutal and denial allegations of respondent, petitioner

answering in Class Action requested and requesting in this petition too over charges per common area charges, real estate taxes, property insurance and their fraudulent billings and their over charges within period of 7/8 years with tenants/petitioner **must be rebated**. Per article 6 of the lease and "Recital to First Amendment to Lease", petitioner had to pay $97.04 for Real Estate Taxes and not $301 as has been billed, and charged every month. Which by reasons of those fraudulent charges respondent based its empty of factual its allegations and its lawsuit, and its Unlawful eviction. It is true with other items charging as: utilities and insurance. Petitioner pays for his store-business ($50.000 full indemnity insurance and $2 Millions liability insurance) $505. yearly insurance premium, while respondent billed and charged for property insurance as: (walls, ceiling and

concrete) as property premium insurance substantially higher than petitioner pays for his store premium While respondent's monthly charges for insurance are contradictory, its yearly charges per insurance reaches to over $2000. More than 3½ time than petitioner paid for his entire stock and store's fixture and full liabilities It is true with utilities charges, tenants paying their utilities charges per their stores independently by themselves; yet, utilities charges estimated more than $270.000. per walk ways and outside lighting of the mall. For the foregoing charges there is **NO** reliable accountant or CPA for book keeping to be involved, which tenants could come in direct contact with, checking different questions of charging and their reliability of book and record and their charges. All respondent's charges are made-up

fraudulently, without being supported by any sworn, reliable binding accountant. To same effects filing the "Unlawful Detainers" and their allegations by respondent are without a single supportive sentence of verification and declaration or any sort of binding affidavit by any "associates'" member of respondent, Carmenita associates. Which Municipal Court as a blank check accepted and certified the respondent's allegations with red carpet. While chain of legitimate, lawful sections of law, California Civil Codes, statutes of limitation law and citation their points and authorities, and sections and articles of lease petitioner referred to them, prejudicially left unconsidered and unanswered.

IV

SUMMARY JUDGMENT FOR RESPONDENT

HAS BEEN RULED BY MUNICIPAL COURT, PREJUDICIALLY, DISCRIMINATORY BY PRESUMPTION OF BRIBERY.

Modern rule of liberal construction

The later cases depart from strict approach of the Gardenswarts case. Counter-affidavit are sufficient if they disclose evidence supporting a possible defense or cause of action they need not, at this stage, to prove anything. The purpose of summary judgment procedure is not to try the issue, but merely to determine whether there are issues to be tried. **And, contrary to rule governing the moving party's affidavit, the counter affidavit is liberally construed, if considered alone, its averment must be accepted as true for the purpose of the motion and summary judgment must be denied.** As the court said in Eagle oil

& Ref. Co. v prentice (1942) 19 c. 2nd 553,556, 122 p. 2nd 64 "if that were not true conversial issues of fact would be tried upon affidavits by the court not a jury. Because the procedure is summary and presented on affidavit without the benefit of cross-examination, a trial by jury and opportunity to observe the demeanor of witnesses in giving their testimony, the affidavit filed on behalf of defendant **should be liberally construed to the end that he will NOT be summarily derived of the full hearing available at the trial of the action and the right incidents thereto."**

In Mccimsy v. Leaf (1939) 36 C.A 2nd 132, 70 2nd 242 on action on a common account for money lent, the answer denied the loan, (as the issue of petitioner's denial which all allegations of respondent in this case have been denied in Municipal

Court) in response to plaintiff's motion, defendant filed an affidavit to the effect that money was not lent but given in consideration of marriage. It was alleged on the ground that it contained some legal conclusion. In reversing summary judgment, the court observed "such 'conclusion' creep in to the language of trained lawyers on the witness stand as well as in to their pleading. It is not strange then that, out of presence of a critical adversary, and away from the kindly admonition of trial court, one should use such popular usage to betoken an occurrence".

The best test for drawing conclusion whether respondent telling the truths about the alleged due amount of rents and other allegations, court must take this **NOTICE,** aside absence of any kind of declaration or affidavit by respondent in order to support its 2 filed "Unlawful Detainers"

actions, court should refer to former unlawful detainer of respondent, and compare its amounts figures as alleged due rent with the second unlawful detainer action, while no single Cent has been paid on charge or discharge of those 2 actions in order to justify such a substantial discrepancies/contradictories/differences of allegations between the two actions. For purpose of comparison of 2 different allegations and their amounts, and consolidating the 2 cases in order petitioner to save filing fees and not to pay the second filing fee per his answering the lawsuit, and yet 2 separate fees per "each", husband and wife as was separately sued, respondent applied the 2 cases be consolidated, and first unlawful detainer case which has been few weeks old be brought up on calendar according California Civil Procedure Code.

Municipal Court wilfully and prejudicially

refused to answer to requested application by petitioner to consolidate the first Unlawful Detainer with the second one which has been dismissed without prejudice by respondent. While Whittier Municipal court and its officials as judge and Deputy Clerk they disputed "criminally" the first case is dead. Consolidations of cases for better understanding the cases per comparison and evaluations of alleged allegations and consuming litigations time is a matter of rights aside direction of California Civil Procedure; and above this, it would be helpful to judge of the court for understanding the complicities of the cases and their dispositions meritoriously and lawfully. To same effect removal of first case including with 2nd case to Federal District Court, petitioner had to have harsh argument with Court Clerk's deputy at the time filing Notice Of Removal in that court.

As she put that "first case is dead". That case when has been dismissed by respondent and court order without prejudice, aside ensuing aggravations and stress that caused to petitioner, nevertheless, had to be cost rewarded as was applied for cost in petitioner's answering and its demur to respondent's motion to dismiss petitioner's answering and demur. 2 cases were consolidative per comparison of allegations, their amounts, and motive of filing 2nd unlawful detainer, which was retaliatory action.

V

SECOND "UNLAWFUL DETAINER" WHEN ITS ALLEGATIONS WERE FRADULENT, IT HAS BEEN BARRED BY STATUTE OF LIMITATION WHEN RESPONDENT BASED ITS ALLEGATIONS ON GROUNDS OF RECALLING THE "First AMENDMENT TO THE LEASE",

LEASE", WHICH INCLUDING OTHER CONDITIONS IN "FIRST AMENDMENT TO LEASE", ITS MAIN CONDITION IS 8% OF GROSS SALES OF PETITIONER AS IS RENT, RECALLING IT TO FULL RENT. WHICH ACCRUAL OF RECALLING THE "FIRST AMENDMENT TO LEASE" IS/WAS OVER 5 YEARS. RECALLING OF FIRST AMENDMENT TO LEASE WAS GOOD BEFORE OR ON 4 YEARS OF ACCRUAL OF ACTION. See first amendment to lease, its articles, date, conditions and especially its conditions by petitioner on pages 3-4, of the Amendment to lease, Excerpt of record pges 56-60. IS A PRIMA FACIE EVIDENCE WHICH NO ONE CAN CHALLENGE AND DENIES THAT.

Agreement to the first amendment to the lease when it is called timely "temporary", nevertheless, it is more than 5 years old to accrual action of the respondent in the court. It has been signed on 6/30/1988. Statute of limitation and

statutory law when have not been considered by the Municipal Court, its conditions and grounds of adjudications which fairly and sufficiently have been contended in petitioner's answering to the law suit by respondent, and demurrer to its namely NOTICE of Dismissal to answering of petitioner in the Municipal Court" also has not been considered by conspiracy, by the criminal acting's of Municipal Court's officials. See please here under these points and authorities which have been cited in petitioner's answering and his demurrer to the Notice Of Dismissal by respondent in lower courts.

In presenting the question of the bar of the statute of limitation by demurrer to the complaint, it is not necessary to refer to particular section relied on. it is sufficient to specify statute as one of the grounds of demurrer; and where the

grounds is stated that the cause of action accrued more than four years before the action was commenced, the demurrer should be sustained, if the complaint shows that it was barred in that or any less period Fay v Costa (1905) 2 CA 241, 83 p275.

Plea of Statute is plea to merits. To same effect, quoting 16 Cal. Jur. 619; People v. Honey lake Valley Irr. Dist., 49 Cal App. Dec. 830, 246 pac. 819.

Action to recover upon written contract. To same effect, Weinberg Co. v Heler, 47 Cal App. Dec., 786 239 pac. 358 Contract to pay proportion of costs of litigation. The dismissal of petitioner's answering and demurrer has been granted and ruled for respondent with its sanction fee and cost against petitioner by act of

conspiracy, mail fraud and criminal acting of court deputies and judge of the court, "presumably by bribery" when they cut off "deliberately" the petitioner to appear in the court and challenges the empty of factual respondent's allegations by facts, evidences and the law of the case. Please see pages 129-145 **Excerpt of the record the complaint and supplement to complaint which filed with different offices, including with Federal Criminal Grand Jury, Municipal Court and Federal Court of Appeal 9th Circuit.**

Whether petitioner appeared in the Municipal Court (court?) or not his answering and demurrer to respondent's allegations and its "Notice for Dismissal"the petitioner's answering and demur by petitioner are live UNDENIABLE facts and evidences of the case, they speak for themselves; and deliberate and willful wrong doing by court employees,

it should be the primary duty of any criminal court, Federal Grand jury and other tribunes that petitioner filed his complaint with them, they must take these evidences under consideration, consider them closely and fully, why these criminal acting officials of the court by mailing fraudulently, misguidedly different notices and dates for petitioner's appearance in the court. They blocked the petitioner's appearance in the court. Municipal court proceeding and its ruling were in harmony with fraudulent allegations and claims, and criminal acting and requests of respondent's attorneys. Aren't these in gross violations of Equal Protection Clause, Due process of Law 14th Amendment and petitioner's Civil Rights? Which in 5 different cases in State courts, Civil Rights of petitioner violently in violations set of State and Federal Penal Codes petitioner's rights have been

violated. And in all fore-mentioned cases, state's officials and their judges obstructed justice to this petitioner "criminally".

VI

CONDITIONS OF THE LEASE ASIDE STATUTE OF LIMITATION WHICH BARRED THE RESPONDENT'S ACTION, NEVERTHELESS, CONDITIONS OF THE LEASE AND THE "FIRST AMENDMENT TO THE LEASE", BARRED AND PREVENTED THE RESPONDENT LAW SUIT.

Municipal court beside violation chain of sate and Federal Penal Codes, that court, also, violated and ignored the most important part of the agreements of contract/lease which parties agreed upon. That part of agreement, and its section drawn word by word by mutual satisfaction and agreements of parties, land lord and tenant. Petitioner quoting that part of agreement in page 5 of lease, see please excerpt of record

page 90. Which has been contended in petitioner's answering and demur as: "In the event that tenant disputes the amount of any rental payment or other charges (except that of minimum rental) associated with this lease for which land lord bills tenant, and provided further that as a result of such dispute as determined by agreement between land lord and tenant, or by arbitration, or by the court system, IT IS AGREED that TENANT IS NOT OBLIGATED TO PAY ALL OR PART OF SUCH DISPUTED AMOUNT, TENANT SHALL NOT BE REQUIRED TO PAY INTEREST OF LATE CHARGES ON SAID DISPUTED AMOUNT."

The foregoing "agreed" conditions of the lease are an integral part of the lease, and its contracted conditions signed between parties. NONE OF THE ABOVE CONDITIONS HAVE BEEN MET/EXHAUSTED WHEN RESPONDENT FILED ITS ACTIONS IN THE STATE MUNICIPAL COURT.

FILING THE LAWSUITS "UNLAWFUL DETAINERS" IN THE COURT THEY HAVE BEEN IN GROSS VIOLATION AND BREACH OF CONDITIONS OF LEASE-CONTRACT BY RESPONDENT.

Municipal court in this area also ignored "deliberately" by conspiracy this fundamental section of the lease. How many sections and Codes of law, Civil and Penal Codes, plus conditions of lease should be violated and ignored deliberately by Municipal Court? Up-rooting petitioner's business and source of his family incomes and survival by such criminal retaliatory actions and chain of fraud by respondent and court in excuse of "summary proceeding and its judgment" is a serious and grievous crime which is not belong to courts.

RESPONDENT MUST PAY THE PRICE OF ITS DECEPTIVE ACTS FOR MANIPULATING BILLS AND ACCOUNTS, AND THEIR FRAUDULENT OVER CHARGES

WHICH GROUNDED ITS ALLEGATIONS AND ITS "UNLAWFUL DETAINERS" AND "EVICTION" ON GROUNDS SUCH FABRICATED CHARGES BY PUNITIVE AND EXEMPLARY DAMAGES. THIS ABOVE REBATING THE FRAUDULENT OVER CHARGES IN MANY YEARS TO TENANTS, AND PETITIONER.

VII

REMOVAL OF THE CASE TO THE FEDERAL COURTS

As the result of foregoing obstruction of justice in the state court which petitioner business has been closed for few months by criminal acting and order of eviction by Municipal Court's judge and respondent, petitioner after transmitted his case to the Federal Court, requested in Federal District Court that that court

to rule and set aside **"TEMPORARILY"** the criminal ruling of the Municipal Court until finality determination of Federal District Court. Foregoing court denied the petitioner's request. As the result of that denial order by District Court, petitioner became subject to Notices of threat, harassment by respondent's attorney, unless, petitioner within period of very short times, few days, to vacate his closed store, respondent shall move the entire store's stock, which already the store has been closed for months by court order and respondent, to an un-waranted destiny--location which shall become subject to many expenses and storage fees and auction of stock. Denial of petitioner motion in Federal Court was harsh and cruel in light so many obstruction of justice in State Municipal Court. Petitioner did not ask from that court many and excessive unjustifiable

demands/requests/reliefs. Asking removing the case to Federal Court (at that time on its due time, before appeal has been proceeded by petitioner), it was and is matter of rights which not only warranted by 28 U.S. Codes as: U.S.C., 1441(a) (b); **1443. (1) (2) and 1447. (d)** as have been applied, but rights of petitioner's Civil and Constitutional rights of Due Process of law have been violated which these rights are guaranteed, mandatory, trial by jury be considered and proceeded per Constitution directions Article **VII**, which directed dispute over $20., trial by jury is matter of rights and guaranteed, and accordingly petitioners have demanded trial by jury be proceeded. It became matter of constitutional rights, Equal protection Clause and Due process of Law. And treaty law per diversity of petitioners' citizenships, having dual citizienships,

American and Israeli, which gave indisputable and undeniable jurisdiction to Federal District Court, Appellate Court, and obviously to this high Court with its original jurisdiction to hear our different and similar cases to this case; and disposes them one after the other lawfully, meritoriously and constitutionally. Petitioner shall not rest until those cases named in my complaint and addressed to different responsible and liable offices **"positively"** be answered.

Lower Federal Courts for every purpose, including for order reversing the eviction order, at that time, in its due time, could order "temporarily" to stop the eviction. And further had jurisdiction to stop other violent proceeding of the Municipal Court, UPON VALIDITY OF PETITIONER'S ALLEGATIONS, CONTENTIONS AND EVIDENCES SUBMITTED TO THE

COURT. "AN EXAMPLE OF CONTENTION", PETITIONER ALL THE TIME IN LOWER COURT CONTENDED THAT PER LEASE AGREEMENT AND "FIRST AMENDMENT TO LEASE" PETITIONER HAD TO PAY $97.04 PER MONTH FOR REAL ESTATE TAX, WHEN RESPONDENT EVERY MONTH CHARGED AND BILLED TO PETITIONER AS R.E.T. $301. IT IS TRUE WITH OTHER ITEMS AS, INSURANCE, UTILITIES, AND COMMON AREA CHARGES. Please see page 57 of record and pages 70, 71, and 72 R.E.T.for the foregoing contentions.

VIII

CIVIL RIGHTS OF PETITIONER HAVE BEEN VIOLATED IN 5 DIFFERENT CASES WITHIN THE PAST 7/8 YEARS IN STATE COURTS

Civil rights and constitutional rights of petitioner have been violated by the state courts' officials within these past

7/8 years. As the result of these violations were that petitioner lost "correctly" his faith and trust in the State Courts. And in the 4/5 different cases, state courts "prejudicially" and discriminatory", interpreted the law of each and every case of petitioner "damagingly", including at issue case/petition, which petitioner decided to proceed lawfully per Codes 28 U.S.C., 1441(a) (b); and specially Civil right cases as this case, U.S.C 1443. (1) (2) and 1447.(d) remove his case to Federal courts. Federal Courts under the above mentioned Codes, and petitioner's constitutional rights, rights of Equal Protection Clause Due process of law 14th Amendment, and treaty law acquired jurisdiction to hear petitioner's removed case to Federal Court. Order by Federal District Court remanded the petitioner case to State court which WAS affirmed by

Appellate Court 9th circuit, is abuse of discretion; those rulings are in gross violations of petitioners' constitutional and Civil rights and are indisputably in clear violation and breach of articles of treaty signed between U.S. and Israel as: Article III (1); Article V (1), (2); Article VI (2), (5); Article VII, (1)(4); Article XXII (1)(2)(3)(4); Article XXIII and Article XXIV (1) (2). See please pages 00122-00128 text of Notice of Intent addressed to U.S. State Department, Justice Department and Israeli Foreign and Justice Department; pages 129-143Text of the treaty signed between the U.S. and Israel on July 21, 1953. See please pages 144-160; Complaint and supplemental to complaint filed with different offices as: State District attorney, U.S. attorney, FBI, U.S. Criminal Grand Jury.

The foregoing evidence speaks for

themselves, how petitioner's Civil Rights have been violated, which those violations each of them invoked and gave rise to Federal Courts' jurisdiction to hear petitioner case and complaint. Which is the case of many other Moms and Pops business owners in the respondent's shoping mall.

BY CONSIDERATIONS THE FOREGOING REASONS AS: PETITIONERS' CONTENTIONS, EVIDENCES AND COMPLAINT OF VIOLATIONS OF PETITIONER'S CIVIL RIGHTS, THIS HIGH COURT RESPECTFULLY REQUESTED TO ISSUE WRIT OF CERTIORARI TO LOWER COURT AS FOLLOW:

(1) Reverse the lower courts rulings that ruled they have no jurisdictions, "excusatory" and evasively" on such a criminal acting of state court, its officials and respondent, in violations and directions of the set forth sections

28 U.S.C.C, which have been titled for removing the case to the Federal Courts. Appeal in Federal court when properly in its due time its Notice of appeal has been filed and Docketed properly, before its brief had to be filed by petitioner on its due time, Federal Appellate Court 9th Circuit ruled and dismissed "abusively in abuse of its discretion" the petitioner's appeal. Nevertheless, appellant/petitioner ignored the Appellate Court PREMATURE Ruling and filed, any how, his brief on its due time in Appellate Court. The entire volumes of briefs and Excerpt of record aside (1) brief have been returned, not filed. Application for review the "dismissal" order also has been dismissed.

2. ABUSIVE ORDERS IN VIOLATIONS AND ABUSE OF CIVIL RIGHTS AND CONSTITUTIONAL RIGHTS OF PETITIONER IN THE ISSUE

CASE/PETITION, AND 4 OTHER CASES MUST BE REVERSED BY ORDER AND JURISDICTIONS OF THIS HIGH COURT.

Proceedings and eviction orders and uprooting of petitioner's business in lights so many crystal clear facts, evidences, contentions of petitioner without hearing, Due process of Law by Municipal Court and respondent have been UNLAWFUL. And petitioner suffered and suffering damages as financial losses, damages to his busines and mental distress and more as the result of obstruction of justice by respondent and Municipal Court. These damages must be measured, evaluated, substantiated and compensated by jury trial and its verdict.

(3) By jury trial fraudulent charges of bills, and accounts, their amounts by respondent be determined by their actual

discharges, payment of bills as: Real Estate Taxes, utility charges, insurance charges and other charges by means of canceled checks and other creditable receipts by respondent, within 7/8 years be evaluated, and those over charges be rebated to tenants.

4) Punitive and exemplary damages be rewarded to petitioner by jury verdict per cr minal acting of respondent which by deception and fraud and knowing fairly statute of limitations bars its cause of action(s) in the courts and caused the petitioner burdensome, painful and stressful defense in courts. And furthermore an-rooted petitioner's business in its retaliatory actions in courts, which respondent in its retaliatory action wanted to find escape goat and exemplify the petitioner, "FOR THEIR PURPOSES" to other tenants; and by intimidation of eviction and possibility

tenants losing their business, respondent and its agents press further to impose their fraudulent charges on tenants without challenge. Each of tenants had to challenge in court his/her few thousands Dollars of fraudulent over charges by respondent, nevertheless, they had to spend and pay more than fraudulent charges by respondent plus its stresses to attorneys to defend them. That is why litigations and jurisprudence left for class of wealthy people, movies stars and Corporation.

Respectfully submitted by:

Igale Shadian

Dated: September 7, 1994

Petitoners:

Igale & Marcelle Shadian

165 W Esplanade Dr

Oxnard, Ca 93030

Tel: 805 485-6119

APPENDIX

BEST AVAILABLE COPY

F I L E C O P Y

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED February 11, 1994

No. DC# CV-93-06336-RSWL

Central California(Los Angeles)

ORDER

CARMENITA ASSOCIATES,

Plaintiff-Appellee,

vs.

IGALE SHADIAN; MARCELLE Shadian,

Defendants-Appellants.

Before: SCHROEDER, CANBY and WIGGINS,

Circuit Judges

A review of the record in this case demonstrates that this court lacks jurisdiction over this appeal because the November 17, 1993 order remanding the action to the state court for lack of federal jurisdiction is not reviewable. See Kunzi v. Pan American World Airwaysd, Inc., 833 F.2d 1291 (9th Cir. 1987) remand for lack of federal jurisdiction not reviewable pursuant to 28 U.S.C. 1447(d). Consequently, this appeal is dismissed for lack of jurisdiction.

UNITED STATES COURT OF APPEAL

FOR THE NINTH CIRCUIT

vs.

IGALE SHADIAN; MARCELLE SHADIAN,

Defendants-Appellants.

FILED April 11, 1994

No. 94-55106

DC# CV-#93-06336-RSWL

Central California (Los Angeles)

ORDER

Before: SCHROEDER, CANBY and WIGGINS,

Circuit Judges

Appellants' motion for reconsideration of this court's February 11, 1994 order dismissing the appeal for lack of jurisdiction is denied. No motion for reconsideration, rehearing, clarification, stay of the mandate, or any other submissions shall be filed or entertained in this closed docket.

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*Petitioner filed/filing seprate volumes as **EXHIBITS** per rules of court24.5, 26.6,7 in joint appendix which brief refered to exhibits per proceeding in lower courts and their rulings.